



G3 REMARKETING LTD T/A G3 VEHICLE AUCTIONS

Acceptable Use Policy

V2.0

Contents

1. Introduction	3
2. Prohibited uses	3
3. Interactive services	4
4. Content standards	4
5. Suspension and termination.....	5
6. Changes to the acceptable use policy	6
7. Our liability.....	6
8. Severability	6
9. Jurisdiction and applicable law	7

1. INTRODUCTION

This Acceptable Use Policy sets out the terms between you and us under which you may access the website [G3 Vehicle Auctions | Homepage \(g3remarketing.co.uk\)](http://G3 Vehicle Auctions | Homepage (g3remarketing.co.uk)) operated by G3 Remarketing Limited. This Acceptable Use Policy applies to all users of, and visitors to, the Website. Your use of the Website means that you accept, and agree to abide by, this Acceptable Use Policy, which supplements our Terms of Use [link]. G3 Remarketing Limited (G3R) is registered in England and Wales under company number 06929699 and has its registered office and main trading address at G3 House, Thunderhead Ridge, Castleford, WF10 4UA.

2. PROHIBITED USES

- You may use the Website only for lawful purposes.
- You may not use the Website:
 - in any way that breaches any applicable local, national or international law or regulation
 - in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
 - for the purpose of harming or attempting to harm anyone, including minors, in any way
 - to send, knowingly receive, upload, download, use or re-use any material which does not comply with this Acceptable Use Policy
 - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
 - to knowingly transmit any data, send or upload any material that contains viruses, trojans, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; and/or
 - to obtain contact details for the purposes of harassing our staff or any other illegal activity.
- You also agree:
 - not to reproduce, duplicate, copy or re-sell any part of the Website including any image, data, logo or trademark without our written permission, in contravention of the provisions of our Terms of Use
 - not to access without authority, interfere with, damage or disrupt: (a) any part of the Website; (b) any equipment or network on which the Website is stored (c) any software used in the provision of the Website; or (d) any equipment or network or software owned or used by any third party.

(d) You acknowledge that all intellectual property rights in and related to the website belong to G3R.

3. INTERACTIVE SERVICES

- We may from time to time provide interactive services on the Website, including, without limitation:
 - Chat rooms
 - Bulletin boards
 - Forums; and
 - Newsgroups, etc. (all together 'Interactive Services').
- Where we do provide any Interactive Services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any Interactive Services provided on the Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Services we provide on the Website, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Services by a user in contravention of our content standards, whether the service is moderated or not.
- Where we do moderate any Interactive Services, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

4. CONTENT STANDARDS

- These content standards apply to any and all material which you contribute to the Website (Contributions), to any Interactive Services associated with it and to any information you provide to us to register as a user.
- You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole and to any information you provide to us.
- Contributions, and any other information you provide to us, must:
- be accurate (where they state facts)
- comply with applicable law in the UK and in any country from which they are posted.
- Contributions, and any other information you provide to us, must not:
 - contain any material which is defamatory of any person
 - contain any material which is obscene, offensive, hateful or inflammatory
 - promote sexually explicit material
 - promote violence

- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age
- infringe any copyright, database right or trademark of any other person
- be likely to deceive any person
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence
- promote any illegal activity
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety
- be likely to harass, upset, embarrass, alarm or annoy any other person
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person
- give the impression that they emanate from G3R, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5. SUSPENSION AND TERMINATION

- We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of the Website. When a breach of this Acceptable Use Policy has occurred, we may take such action as we deem appropriate.
- Failure to comply with this Acceptable Use Policy constitutes a material breach of our Terms of Use upon which you are permitted to use the Website, and may result in our taking all or any of the following actions:
 - immediate, temporary or permanent withdrawal of your right to use the Website
 - immediate, temporary or permanent removal of any posting or material uploaded by you to the Website
 - issue of a warning to you
 - blocking your telephone number or IP address
 - legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
 - further legal action against you; and
 - disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
- We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Acceptable Use Policy are not limited, and we may take any other action we reasonably deem appropriate.

6. CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on the Website.

7. OUR LIABILITY

- The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
 - all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity in relation to the Website or any content on it; and
 - any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; (f) loss of goodwill; (g) wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition will not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
- This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law

8. SEVERABILITY

If a provision of this Acceptable Use Policy, or any of the additional terms referred to, herein, is or becomes illegal, invalid or unenforceable in any jurisdiction in which this Acceptable Use Policy is intended to be effective, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant

provision or part provision will be deemed deleted. Any modification to or deletion of a provision or part of a provision under this clause will not affect: (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Acceptable Use Policy or of another page of the Website notices; or (b) the legality, validity or enforceability in other jurisdictions of that or any other provision of this Acceptable Use Policy or any of the additional terms referred to, herein.

9. JURISDICTION AND APPLICABLE LAW

- The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website although we retain the right to bring proceedings against you for breach of this Acceptable Use Policy in your country of residence or any other relevant country.
- This Acceptable Use Policy and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

G3 Remarketing Limited is fully authorised and regulated by the Financial Conduct Authority reference number 704309.